

JUDGE RAKOFF

08 CV 03390

Martin F. Casey, (MFC-1415)  
**CASEY & BARNETT, LLC**  
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Attorneys For Plaintiff

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

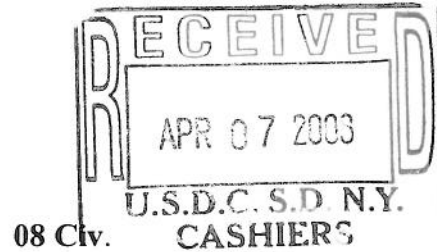
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FIREMAN'S FUND INSURANCE COMPANY a/s/o  
PETZOL INTERNATIONAL

Plaintiff,

- against -

ALITALIA CARGO, a division of ALITALIA SPA;

Defendant.  
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**COMPLAINT**

Plaintiff, FIREMAN'S FUND INSURANCE COMPANY, by its attorneys, Casey & Barnett, LLC, for its complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.
2. Plaintiff, Fireman's Fund Insurance Company, is the insurer of a certain consignment of clothing and electronics owned by Petzol International, which was the consignee of said consignment of clothing and electronics, as more fully described below.

3. Defendant, Alitalia Cargo, a division of Alitalia SPA, is a foreign corporation with an office and place of business located at Alitalia Cargo, John F. Kennedy International Airport, North Boundary Road, Cargo Building 79, Jamaica, New York, 11430 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for non-delivery of one carton of electronics of a consignment consisting of 14 cartons clothing and electronics, with the missing carton having a weight of 97 kilograms, which were delivered to the defendant in good order and condition to be carried from Houston, Texas to Madrid, Spain pursuant to Alitalia Cargo air waybill number 055-4944-4452 dated March 27, 2006.

5. The cargo arrived at Madrid airport on or about April 5, 2006 at which time it was noted that one carton was missing.

6. The non-delivery was caused solely by the negligence and carelessness of the defendant, its employees, contractors and servants, without any negligence on the part of plaintiff.

7. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to Alitalia Cargo within the time set forth in the Convention.

8. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other persons or parties who may now have or hereinafter acquire an interest in this action.

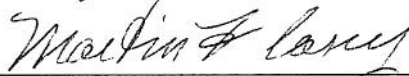
9. By reason of the foregoing, plaintiff has been damaged in the amount of \$40,000 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

**WHEREFORE**, plaintiff respectfully demands judgment in the amount of \$40,000.00, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York  
April 7, 2008  
299-548

**CASEY & BARNETT, LLC**

Attorneys for Plaintiff

By:   
\_\_\_\_\_  
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